

After recording, please deliver to: Marian Sheppard, BOS

INTERGOVERNMENTAL/LEASE AGREEMENT

CITY OF GLOBE

AND

GILA COUNTY



This Intergovernmental/Lease Agreement is made and entered into effective the 1st day of January, 1999 by and between the **CITY OF GLOBE**, an Arizona Municipal Corporation, hereinafter referred to as "City" and the **COUNTY OF GILA**, a political subdivision of the State of Arizona, hereinafter referred to as "County".

RECITALS:

The County, in the furtherance of its obligation under Arizona statute to the citizens of Gila County, operates and maintains a structure known as the Gila County Courthouse which, in part, is utilized to house the Globe Regional Justice Court wherein the Honorable Patty Nolan currently serves in the elected position as Justice of the Peace. Judge Nolan has also been appointed the Magistrate of the Globe Municipal Court and currently administers both the Globe Regional Justice Court and the City of Globe Municipal Court, all in accordance with the applicable administrative rules and regulations. Within the Justice Court, both criminal and civil cases are processed. In addition, a small claims court is operated as part of the Justice Court. In Globe Municipal Court, the Magistrate processes civil traffic cases and misdemeanors filed therein which occur within the Globe City limits, including City Code violations.

In addition to compensating its Magistrate, the City provides, within the area designated by the County for operation of the Regional Justice Court a Clerk/Deputy Magistrate and phone service for the Magistrate Court. The County, in operation of the Globe Regional Justice Court, has a number of employees in addition to the Justice of the Peace. The two (2) courts share a computer system and, on occasion, County employees may be required to answer

calls concerning the Magistrate Court or to respond to questions of citizens and/or accept payment for fines for the civil traffic cases filed in Magistrate Court. The Justice of the Peace currently administers the acquisition of supplies and the space designated for both Courts. If the City were unable to house its Magistrate Court within the area set aside for the Globe Regional Justice Court, the City would be required to pay such costs as may be necessary to provide sufficient space for the operation of the Magistrate Court.

This Agreement is entered into to provide a means for the City to compensate the County for the space utilized by the Magistrate Court and to provide compensation for the personnel, supplies, equipment, and overhead costs that may be necessary for County employees to assist the Magistrate and Clerk/Deputy Magistrate in the processing of the civil traffic or other filings made within the Magistrate Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The County shall continue to allow the City Magistrate to operate Globe Municipal Court within the Courthouse area set aside for the Globe Regional Justice Court. To insure separation of powers are maintained, the Justice of the Peace, as the Chief Judicial Officer of the Globe Regional Justice Court and the Globe Magistrate Court, shall exercise such administrative powers as may be necessary within all applicable rules and regulations to operate each Court in an efficient and judicially proper manner.

2. The Chief Judicial Officer of the Globe Regional Justice Court shall designate the approximate space necessary for housing of the employee of the City who serves as clerk and Deputy Magistrate of the Municipal Court. The City shall be solely responsible for the payment of all costs incurred in relation to said City employee and the payment of the salary of the Magistrate. The City shall pay the costs of phone service for the separate line serving the

Magistrate Court. All other costs of operating the Magistrate or Justice Court shall be paid by the County in return for compensation paid by the City pursuant to this Agreement.

3. In accordance with applicable administrative guidelines, the Magistrate and the Justice of the Peace shall establish procedures necessary to comply with Supreme Court rules, regulations, or orders with regard to the processing of payments, fines and penalties within the two (2) Courts. The City shall be responsible for the costs of auditing services required in the Magistrate Court.

4. As compensation for the space utilized by the Magistrate and for the time County employees may be required to respond to questions or provide other services for the Magistrate Court, and for the sharing of the computer system, copier, other equipment and supplies, the City agrees to pay the County the sum of \$5,500.00 per month commencing January 1, 1999 during the term of this Agreement. All payments shall be made to Gila County at the Gila County Courthouse, 1400 East Ash, Globe, Arizona 85501. The City shall be entitled to a credit for the \$4,436.00 payment made to the County on June 29, 1999.

5. The City shall maintain ownership of all office furniture and equipment purchased by the City, including, but not limited to, the computers and printers listed in Exhibit "A" attached hereto.

6. This Agreement shall continue in full force under the same terms and conditions until such time as either party provides the other with ninety (90) days written notice of cancellation.

CITY OF GLOBE

By: *Daniel W. Frayne*

Title: *Mayor*

Date: *02-03-2000*

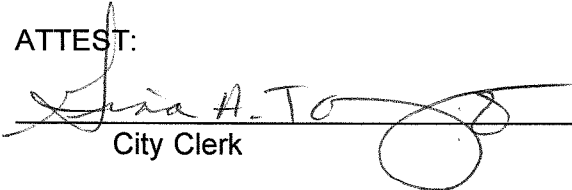
COUNTY OF GILA

By: *Edward D. Dumas*

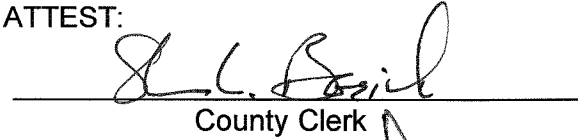
Title: *Vice-CHAIRMAN*

Date: *March 7, 2000*

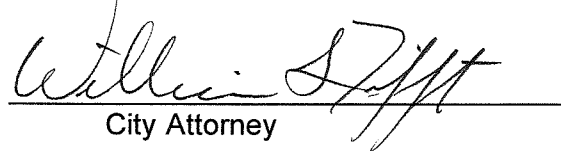
ATTEST:


City Clerk

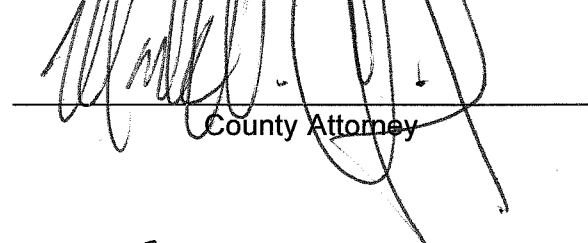
ATTEST:


County Clerk

APPROVED AS TO FORM:

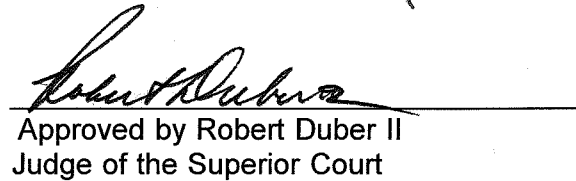

City Attorney

APPROVED AS TO FORM:


County Attorney

JUSTICE OF THE PEACE


Patty R. Nolan


Approved by Robert Duber II
Judge of the Superior Court



Patricia R. Nolan
Justice of the Peace
City Magistrate

Deborah Mayo
Deputy Magistrate

GLOBE REGIONAL JUSTICE COURT

Globe Magistrate Court
1400 East Ash Street
Globe, Arizona 85501



James Weeks
Judge Pro Tempore

Rebecca Baeza
Judge Pro Tempore

CITY COMPUTERS

COMPAQ DESKPRO

COMPAQ SERIAL NO: 6921 CBP4 B280
COMPAQ SERIAL NO: 6922 CBP4 B338
COMPAQ SERIAL NO: 6922 CBP4 B327

PATTY
DEBBIE
COURTROOM

LASER JET PRINTER

AZ. SUPREME COURT NO: 011694
AZ. SUPREME COURT NO: 011696

PATTY
DEBBIE

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY: GILA COUNTY BOARD OF SUP
DATE: 03/20/2000 TIME: 02:49 PAGE #: 0005 OF 0005 FEE #: 2000 4191

Exhibit "A"

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